

# PENDLETON COUNTY FISCAL COURT

## October Term, October 23, 2007

COURT MET PURSUANT TO ADJOURNMENT  
With  
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE  
Presiding

**MEMBERS PRESENT:** Gary Veirs, Alan Whaley, Mark Hart and Stacey Wells.

**MEMBERS ABSENT** None

**COUNTY ATTORNEY:** Jeffrey B. Dean,

*Invocation was given Squire Alan Whaley, followed by the Pledge of Allegiance led by Judge/Executive Henry Bertram.*

### In Re: Approval of Agenda.

A copy of the Agenda for this meeting was presented to each Fiscal Court member. Whereupon Squire Veirs made a motion to accept the agenda as presented, seconded by Squire Wells, motion carried.

### In Re: Approval of Minutes of October 8<sup>TH</sup> & 15<sup>TH</sup>, 2007 Fiscal Court Meeting.

Minutes of the October 8<sup>TH</sup> and October 15<sup>TH</sup>, 2007 Special Call Fiscal Court meetings was presented to the Court by Darlene Smeal, Fiscal Court Clerk. Whereupon Squire Wells made a motion to accept the minutes as presented, seconded by Squire Veirs, motion carried to approve the October 8<sup>TH</sup>, 2007 minutes.

Squire Whaley made a motion to approve the minutes of October 15<sup>TH</sup>, 2007 Special Call meeting, seconded by Squire Hart, motion carried.

### In Re: Pendleton County Treasurer's Report, for the month of September, 2007.

Pendleton County Treasurer, Vicky King, submitted a written report for the month of September, 2007. This report was submitted for review at the October 8<sup>TH</sup>, 2007 Fiscal Court meeting. Squire Hart made a motion to approve the Treasurer's Report as submitted, seconded by Squire Wells, motion carried.

### In Re: Presentation by Extension Homemakers.

Ms Joyce Flaughner, Ms Kenna Knight and Ms Shirley Seaver made a presentation to the Fiscal Court on behalf of the Pendleton County Extension Homemakers. Ms Seaver reported the Homemakers have volunteered over thirty three thousand (33,000) hours. She reported that these individuals have jobs and families and still find time to volunteer. Ms Seaver reported there is a National worth associated to volunteer hours, this evaluates one hour of volunteer work at a little over seventeen dollars per hour.

The Homemakers presented the Fiscal Court with a non-redeemable check for five hundred seventy thousand (\$570,000.00) dollars to show the volunteer worth of Pendleton County Extensions Homemakers.

Judge Bertram expressed great appreciation on behalf of the Fiscal Court and himself, for the volunteers and the dedication of the Pendleton County Extension homemakers.

This was for information only, no action taken by the Fiscal Court.

### In Re: Discuss Ryan Road Issue (Mike Whaley /Kenny Showalters).

Judge Bertram stated that Mr. Kenny Showalters had contacted him in regards to the gate across Ryan Road. Judge Bertram stated the Fiscal Court needs background on this issue. Attorney Bob Bathalter addressed the Fiscal Court in regards to this issue. Attorney Bathalter gave some background information, he stated their interpretation was unless a county road was officially closed then it would remain a county road, if it is not being maintained by the County Road Department then it is just not maintained but it would still be a County Road. Attorney Bathalter referred to the 1988 Fiscal Court minutes that mentioned Ryan Road when a delegation of neighbors approached the Fiscal Court and Judge Pribble for allowance for a placement of a gate across the road at a certain point on the road. Attorney Bathalter stated everyone must have thought it a county road at that time or permission would not have been ask for. He stated the three property owners would like to have the Fiscal Court send a letter to the one neighbor that opposes the removal of the Gate.

Mr. Mike Whaley spoke to the Fiscal Court. He referred to the KRS that was given the group by Judge Bertram. He reported on his interpretation of the KRS. He reported that Mr. Cooper was given the KRS and per Mr. Coopers' interruption is that now he not only owns the gate but also the road and if the rest of the group removes the gate he will sue them.

The County Attorney, Jeff Dean reported on the KRS and how one does not relate to the other. He stated it will need to be proved that first of all that this was a county road, when and how did this become a County Road. He reported on case laws in regards to some of the same issues involving roads. Attorney Dean stated that approximately 20 years ago the group agreed to gate the certain section of the road to eliminate the use of the road to any one but the four property owners that requested the gate, here it has gone 20 years and nobody objected, it is going to be up to the Fiscal Court, but is there any affirmative action requested of the Fiscal Court to get in the middle of this argument.

This discussion went on and on.

The County Attorney, Jeff Dean, stated there are not a lot of case laws on this matter. The Fiscal Court ask the County Attorney to research this and report back at the next Fiscal Court meeting.

Per Judge Bertram if this falls under county jurisdiction then the County will need to make a discussion. If it is not under County jurisdiction then it will be settled between the property owners. This will be tabled until the next regular Fiscal Court meeting.

\* 178.116 Discontinuance of a road.

(1) Any county road, or road formerly maintained by the county or state, shall be deemed discontinued and possession shall revert to the owner or owners of the tract of land to which it originally belonged unless at least one (1) of the following conditions exists:

- (a) A public need is served by the road;
- (b) The road provides a necessary access for a private person;
- (c) The road has been maintained and policed by the county or state within a three (3) year period.

(2) If the only condition which exists is for a necessary access for a private person, by a joint petition of all parties entitled to such access, the road shall be deemed discontinued and possession shall revert to the owner or owners of the tract of land to which it originally belonged.

(3) If the only condition which exists is for a necessary access for a private person, by joint petition of all parties entitled to such access, the road shall be closed to public use but remain open in accordance with its condition and use for the access of the private parties involved.

(4) If a county road has been discontinued under the provisions of KRS 178.070, then by a joint petition of all private parties entitled to necessary access the road shall be closed to public use but remain open in accordance with its condition and use for the access of the private parties involved, or by a joint petition of all parties entitled to necessary access the road shall revert to the owner or owners of the tract or tracts of land to which it originally belonged.

(5) For the purposes of this chapter "necessary access" shall be construed to include access to any farm, tract of land, or dwelling, or to any portions of such farm, tract of land, or dwelling.

Effective: July 15, 1980

History: Created 1980 Ky. Acts ch. 243, sec. 3, effective July 15, 1980.

\* 178.070 Discontinuance of county roads.

The fiscal court may direct any county road to be discontinued. Notice must be published, according to the provisions of KRS 178.050, and in addition, notices must be placed at three (3) prominent and visible public places within one (1) mile of the road. After posting the notices, the fiscal court shall appoint two (2) viewers who have no vested interest in the discontinuance of the road and who, together with the county road engineer, shall view the road and report in writing at the hearing what inconvenience would result from the discontinuance. Upon presentation of the report and other evidences, if any, at a public meeting of the fiscal court, the court may discontinue the road.

Effective: July 13, 2004

History: Amended 2004 Ky. Acts ch. 61, sec. 4, effective July 13, 2004. -- Amended 1964 Ky. Acts ch. 68, sec. 2. -- Recodified 1942 Ky. Act ch. 268, sec. 1, effective October 1, 1942, from Ky. Stat. sec. 4300.

In Re: Approve Danielle King's Move from Part Time to Full Time Dispatcher.

Squire Vells made a motion to approve Danielle King's move from part time to full time dispatcher, seconded by Squire Veirs, motion carried.

In Re: Award Bid on Kelly Road Waterline Project.

Judge Bertram presented the information and bids for the Waterline Project on Kelly Road. Judge Bertram reported the low bid was one hundred seventy nine thousand, four hundred thirty one dollars and twenty five cents (\$179,431.25). Squire Whaley made a motion to accept the bid and sign the bid as received from Tilton Excavating contingent on the County Attorney's approval, seconded by Squire Hart, motion carried.

Information recorded as follows;



TETRA TECH

LETTER OF TRANSMITTAL

DATE: October 5, 2007

TO: Judge Henry Bertram  
Pendleton County Judge/Executive  
223 Main Street, Room 4  
Falmouth, Kentucky 41040

RE: Contract 6 Kelly Road Water Main Extension  
Falmouth, Kentucky

WE ARE SENDING YOU THE FOLLOWING:

- ☐ Shop Drawings    ☐ Prints    ☐ Plans    ☒ Attached    ☐ Under separate cover via \_\_\_\_\_  
☐ Copy of Letter    ☐ Change Order    ☐ Other    ☐ Specifications    ☐ Reports    ☐ Samples

Copies	Date	No.	Description
1	10/2/07		1 set each of the three low bids
1	10/2/07		Bid Tabulation

THESE ARE TRANSMITTED:

- ☐ For Approval    ☐ Approved as submitted    ☐ Resubmit \_\_\_\_\_ copies for approval  
☒ For your use    ☐ Approved as noted    ☐ Submit \_\_\_\_\_ copies for distribution  
☐ As requested    ☐ Returned for correction    ☐ Return \_\_\_\_\_ corrected prints  
☐ For review and comment    ☐ Rejected    ☐ Other

COMMENTS:

Judge Henry Bertram:

Please find enclosed a copy of the three low bidders bid, along with a copy of the bid tabulation for your use. Please contact Don Willingham if you have any questions at 859-223-8000 or email [don.willingham@tetratech.com](mailto:don.willingham@tetratech.com).

Signed

Donna Coe, Project Assistant  
[donna.coe@tetratech.com](mailto:donna.coe@tetratech.com)

Copies to: Cheri Wright, Bill Mitchell, Don Willingham, Jeff Dean, File  
Project No. 200-11562-07001

PM 07/200-11562-07001 PCWD Kelly Road\Correspondence\Transmittals\trans - Judge Bertram - 10-4-07.doc

Tetra Tech, Inc.  
300 Corporate Drive, Suite 200, Lexington, KY 40503  
Tel 859.223.8000 Fax 859.224.1025 [www.tetratech.com](http://www.tetratech.com)

BID TABULATION  
Contract B - Kelly Road Water Main Extension  
for Fendleton County Fiscal Court  
Falmouth, Kentucky

BID DATE: October 2, 2007, 11:00 A.M. (Local Time)

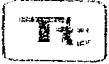
ITEM NO.		DESCRIPTION	Tifton Excavating Rt. 1 Box 21 Mt. Clivet, KY 41064		Stanton's Const. Co. 284 Moore Ferry Road Salt Lick, KY 40371		D.F. Bailey, Inc. PO Box 439 Owingsville, KY 40360		B.P. Pipeline, LLC HC 76 Box 838 Quincy, KY 41166	
			UNIT PRICE	TOTAL BID AMOUNT	UNIT PRICE	TOTAL BID AMOUNT	UNIT PRICE	TOTAL BID AMOUNT	UNIT PRICE	TOTAL BID AMOUNT
1A	6250	LF 6" PVC SDR 21	\$6.75	\$42,187.50	\$6.85	\$42,812.50	\$7.08	\$44,250.00	\$8.00	\$50,000.00
1B	2175	LF 6" Ductile Iron	\$13.25	\$95,068.75	\$13.25	\$95,068.75	\$14.29	\$102,530.75	\$17.00	\$121,975.00
2		Ea 6" Gate Valve	\$450.00	\$2,700.00	\$550.00	\$5,100.00	\$902.00	\$3,612.18	\$600.00	\$3,600.00
3		Ea 6" Wet Tap Incl. Valve	\$1,500.00	\$1,500.00	\$1,750.00	\$1,750.00	\$2,136.05	\$2,136.05	\$1,800.00	\$1,800.00
4	20	LF Bore for 6" Main w/12" case	\$70.00	\$3,500.00	\$95.00	\$4,750.00	\$165.43	\$8,321.50	\$75.00	\$3,750.00
5	20	LF Bore for 6" Main, No case	\$45.00	\$900.00	\$65.00	\$1,300.00	\$41.41	\$828.20	\$45.00	\$900.00
6A		Ea 1" Bypass Meter at GV	\$900.00	\$900.00	\$1,550.00	\$1,550.00	\$698.34	\$698.34	\$2,000.00	\$2,000.00
6B		Ea 1" Bypass Meter w/PRV at GV	\$1,050.00	\$1,050.00	\$1,750.00	\$1,750.00	\$942.01	\$942.01	\$2,000.00	\$2,000.00
7A		Ea 3/4" Same Side Service w/Radio	\$600.00	\$600.00	\$800.00	\$800.00	\$637.00	\$637.00	\$1,500.00	\$1,500.00
7B		Ea 3/4" Opp. Side Service w/Radio	\$800.00	\$800.00	\$1,255.00	\$1,255.00	\$1,144.05	\$1,144.05	\$2,500.00	\$2,500.00
7C		Ea 3/4" Same Side Service w/PRV w/Radio	\$675.00	\$675.00	\$950.00	\$950.00	\$815.95	\$815.95	\$700.00	\$700.00
7D		Ea 3/4" Opp. Side Service w/PRV w/Radio	\$875.00	\$875.00	\$1,320.00	\$1,320.00	\$1,112.49	\$1,112.49	\$1,200.00	\$1,200.00
8		Ea 4" Blow off Assembly	\$1,050.00	\$1,050.00	\$1,250.00	\$1,250.00	\$1,038.72	\$1,038.72	\$800.00	\$800.00
9		Ea 2 1/2" Flush Hydrant	\$850.00	\$850.00	\$1,350.00	\$1,350.00	\$1,112.49	\$1,112.49	\$800.00	\$800.00
10		Ea 6" Hydrant Assembly	\$2,500.00	\$2,500.00	\$2,850.00	\$2,850.00	\$2,483.63	\$2,483.63	\$2,500.00	\$2,500.00
11		Ea 3/4" ARV Assembly	\$350.00	\$350.00	\$550.00	\$550.00	\$729.93	\$729.93	\$500.00	\$500.00
12A	60	LF Conc. Encase Creek Cross	\$60.00	\$3,600.00	\$85.00	\$5,100.00	\$55.45	\$3,327.00	\$50.00	\$3,000.00
12B	15	LF Concrete Cap	\$45.00	\$675.00	\$55.00	\$825.00	\$21.16	\$362.40	\$40.00	\$600.00
13A	10	Ea Post Type Water Main Markers	\$50.00	\$500.00	\$75.00	\$750.00	\$41.97	\$419.70	\$100.00	\$1,000.00
13B	10	Ea Pipe Type Water Main Markers	\$30.00	\$300.00	\$75.00	\$750.00	\$15.74	\$157.40	\$50.00	\$500.00
			\$ 179,431.25		\$ 200,851.25		\$ 202,056.86		\$ 222,625.00	

ITEM NO.		DESCRIPTION	Distel Construction, Inc. 2351 Charles St. Portsmouth, OH 45662		United Pipeline, Inc. 48 Hagan Drive Tompkinsville, KY 42167		Fox Valley Pipeline 18555 Morehead Road Wallingford, KY 41093	
			UNIT PRICE	TOTAL BID AMOUNT	UNIT PRICE	TOTAL BID AMOUNT	UNIT PRICE	TOTAL BID AMOUNT
1A	6250	LF 6" PVC SDR 21	\$10.43	\$65,187.50	\$8.75	\$54,687.50	\$8.64	\$54,000.00
1B	2175	LF 6" Ductile Iron	\$16.34	\$117,239.50	\$21.00	\$150,675.00	\$22.63	\$162,370.25
2		Ea 6" Gate Valve	\$593.49	\$3,560.94	\$500.00	\$3,000.00	\$599.00	\$3,594.00
3		Ea 6" Wet Tap Incl. Valve	\$1,942.30	\$1,942.30	\$2,000.00	\$2,000.00	\$1,735.00	\$1,735.00
4	50	LF Bore for 6" Main w/12" case	\$100.00	\$5,000.00	\$100.00	\$5,000.00	\$149.00	\$7,450.00
5	20	LF Bore for 6" Main, No case	\$80.00	\$1,600.00	\$50.00	\$1,000.00	\$125.00	\$2,500.00
6A		Ea 1" Bypass Meter at GV	\$1,465.65	\$1,465.65	\$1,000.00	\$1,000.00	\$1,036.00	\$1,036.00
6B		Ea 1" Bypass Meter w/PRV at GV	\$1,576.55	\$1,576.55	\$1,000.00	\$1,000.00	\$1,276.00	\$1,276.00
7A		Ea 3/4" Same Side Service w/Radio	\$728.94	\$728.94	\$750.00	\$750.00	\$490.00	\$490.00
7B		Ea 3/4" Opp. Side Service w/Radio	\$1,113.43	\$1,113.43	\$1,000.00	\$1,000.00	\$790.00	\$790.00
7C	13	Ea 3/4" Same Side Service w/PRV w/Radio	\$763.94	\$9,931.22	\$1,000.00	\$13,000.00	\$996.00	\$12,948.00
7D		Ea 3/4" Opp. Side Service w/PRV w/Radio	\$1,148.43	\$8,019.01	\$1,200.00	\$8,400.00	\$1,176.00	\$8,232.00
8		Ea 4" Blow off Assembly	\$1,202.98	\$2,405.95	\$1,000.00	\$2,000.00	\$1,260.00	\$2,520.00
9		Ea 2 1/2" Flush Hydrant	\$1,132.79	\$5,613.95	\$1,500.00	\$7,500.00	\$1,409.00	\$7,045.00
10		Ea 6" Hydrant Assembly	\$2,602.00	\$2,602.00	\$2,500.00	\$2,500.00	\$2,400.00	\$2,400.00
11		Ea 3/4" ARV Assembly	\$884.50	\$3,538.00	\$700.00	\$2,800.00	\$837.00	\$3,348.00
12A	60	LF Conc. Encase Creek Cross	\$74.75	\$4,485.00	\$100.00	\$6,000.00	\$100.00	\$6,000.00
12B	15	LF Concrete Cap	\$35.00	\$525.00	\$20.00	\$300.00	\$46.50	\$697.50
13A	10	Ea Post Type Water Main Markers	\$59.00	\$590.00	\$50.00	\$500.00	\$51.50	\$515.00
13B	10	Ea Pipe Type Water Main Markers	\$59.00	\$590.00	\$50.00	\$500.00	\$32.50	\$325.00
			\$ 237,784.95		\$ 263,612.50		\$ 279,271.75	

The above is a true and complete tabulation of the bids received at 11:00 a.m. local time, Tuesday, October 2, 2007, at Falmouth, Kentucky.  
I certify that this is a true and accurate tabulation of the bids.

Tetra Tech, Inc.

By Don Willingham  
Don "Renn" Willingham



TETRA TECH

October 8, 2007

Honorable Henry W. Bertram  
Pendleton County Judge Executive  
Pendleton County Courthouse  
223 Main Street  
Falmouth, Kentucky 41040-1157

Re: Bids and Notice of Award  
Kelly Road Water Main Extension  
SAI # KY20030519-0663  
11200-11562-07001, HB 380

We have reviewed the bids for the referenced project, the low bidders documents and references. We recommend that the contract be awarded to the low bidder, Tilton Excavation, L.L.C. pending the county attorney's approval of the bid bond.

We have enclosed for your use five (5) copies of the Notice of Award and appropriate contract documents. If you concur in the award the Notice of Award should be signed and all five (5) forwarded to Tilton for their action.

After Tilton has signed the documents all five (5) should be returned to me, by Tilton, for incorporation in the contract books.

Should you have any questions, please do not hesitate to contact me on my cell phone at 900-582-2434.

Sincerely,

Don Willingham  
Tt Project Manager

Enclosures

Copy: Wayman Tilton w/ enclosure  
William Jones, PCWD Manager w/ enclosure  
Jeff Dean, Atty. w/ enclosure  
Bill Mitchell w/ enclosure  
2-1 file

Tetra Tech, Inc.

# SECTION 00500 AGREEMENT FORMS

Billboard 1700-13  
Attachment 3

## PART 1 - NOTICE OF AWARD

TO: Tilton Excavating, L.L.C.  
828 Tilton Lane  
Mt. Olivet, Kentucky 41064

PROJECT DESCRIPTION: Contract 6 - Kelly Road Water Main Extension  
Pendleton County Fiscal Court  
Falmouth, Kentucky

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated September 18, 2007, and Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 1,793,431.25.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, and Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Pendleton County Fiscal Court  
Owner

By: \_\_\_\_\_  
Hon. Henry W. Bertram  
Title: Judge Executive

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Tilton Excavating, L.L.C. this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: Wayman Tilton  
Title: Owner

Bulletin 1780-12  
Attachment 5

The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this AGREEMENT in six (6) originals each of which shall be deemed an original on the date first above written.

Pendleton County Fiscal Court  
OWNER

By: Henry W. Bartholm

Name \_\_\_\_\_  
(Signature)

Title: Judge Executive

(OWNER'S SEAL)

ATTEST:

Name \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_

Tilton Excavating, LLC  
CONTRACTOR

By: Wayman Tilton

Name \_\_\_\_\_  
(Signature)

Address: 828 Tilton Lane  
Mt. Olivet, Kentucky 41064

(CONTRACTOR'S SEAL)

ATTEST:

Name \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_

NOTE: Secretary of the OWNER should attest. If CONTRACTOR is a corporation, Secretary should attest.

00500-3  
K-120000-01001-00001 Kelly Road Water Main Extension Project (00500-3) (00500-3) (00500-3)

Bulletin 1780-12  
Attachment 5

PART 3 - NOTICE TO PROCEED

TO: Tilton Excavating, LLC  
828 Tilton Lane  
Mt. Olivet, Kentucky 41064

DATE: \_\_\_\_\_  
PROJECT: Contract 6  
Kelly Road Water Main Extension  
Pendleton County Fiscal Court  
Falmouth, Kentucky

You are hereby notified to commence WORK in accordance with the AGREEMENT dated \_\_\_\_\_, on or before \_\_\_\_\_, and you are to fully complete the WORK within sixty (60) consecutive calendar days for the Kelly Road Water Main Extension construction and clean up. The date of completion of all construction WORK is therefore on or before \_\_\_\_\_, and the date of completion for all cleanup is on or before \_\_\_\_\_.

Pendleton County Fiscal Court  
OWNER

By \_\_\_\_\_  
(Signature)

Title: County Judge Executive

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

this the \_\_\_\_\_ day of \_\_\_\_\_

By: Wayman Tilton  
Title: Owner

Employer Identification No. 61-1325659



The above unit prices shall include all labor, materials, overhead, profit, insurance, and other costs necessary to cover the finished work of the several kinds called for. The bid prices shall include all labor, materials, unclassified excavation, clean-up, etc., for a finished product. Changes in the work shall be processed in accordance with Article 60 of the General Conditions.

The undersigned BIDDER does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of an subject to all the terms and conditions of the Notice and Instructions to Bidders, the Construction Contract, the Detailed Specifications, and the Plans pertaining to the work to be done, all of which have been examined by the undersigned.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

All the various phases of work enumerated in the Detailed Specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the BIDDER under one of the items listed in the Bid Schedule, irrespective of whether it is named in said list.

Payment for work performed will be in accordance with the Bid Schedule, subject to changes as provided for in the Construction Contract.

Upon receipt of written notice of the acceptance of this Bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or bonds as required by Paragraph 29 of the General Conditions.

Accompanying this Proposal is a certified check or standard Bid Bond in the sum of Eight Thousand (\$ 8,000.00) Dollars and Five Six Cents (\$ 8,000.56) in accordance with the Instructions to Bidders. The BIDDER, by submittal of this Bid, agrees with the OWNER that the amount of the bid security deposited with this Bid fairly and reasonably represents the amount of damages the OWNER will suffer due to the failure of the BIDDER to fulfill his agreements as provided in this Proposal.

BIDDER agrees that the OWNER reserves the right to delete the whole or any part of the Project from the Contract.

BIDDER understands that the OWNER reserves the right to reject any or all Bids and to waive any informalities in the Bidding.

BIDDER agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the actual date of bid opening.

Within ten (10) calendar days after receiving written notice of the acceptance of this Bid by the OWNER, the BIDDER will execute and deliver to the OWNER six (6) originals of the Agreement and such other required Contract Documents.

BIDDER:

Company Tilton Excavating LLC

By William Tilton  
(Signature)

Print Name William Tilton

Title OWNER

Street Address 928 Tilton Lane

P.O. Box \_\_\_\_\_

City, State, Zip MT. OLIVET Ky 40064

Office Phone Number 606-724-5698

Cell Phone Number 606-784-5039

E-Mail Address mtilton@kin.net

Fax Number 606-724-5698

Federal ID Tax Number 601-1325659

Date Signed 10-2-07

(Seal - If bid is by  
corporation)

- END OF SECTION -



SECTION 00400

SUPPLEMENTS TO BID FORMS

ALL PARTS ARE REQUIRED TO BE COMPLETED AND MUST BE SUBMITTED WITH THE BID. FAILURE TO COMPLETE ALL FORMS MAY BE CAUSE FOR REJECTION OF THE BID.

PART 1 - BIDDER'S QUALIFICATIONS

A. The required names and addresses of all persons interested in the foregoing Bid, as Principals, are as follows:

Wayne T. Tuten, 824 Tuten Lane, Mt. Vernon, KY 40340  
\_\_\_\_\_  
\_\_\_\_\_

B. The Bidder shall submit the requested information indicated and for work of a similar character in size and total contract price that is included in the proposed Contract and references to enable the Owner to judge the Bidder's experience, skill and business standing.

- 1. Number of years in business as a contractor under present business name:  
10 years
- 2. Number of years of experience in type of construction required for this project:  
25 years
- 3. Have you ever been declared in default or failed to complete work awarded to you? If yes, where and why? No
- 4. Have you ever been cited by a regulatory agency for failure to comply with any of its contractual obligations? No If yes, where and why? \_\_\_\_\_
- 5. List and age of owned equipment available for this project:  
Excavator 2005, Generator 2005, Truck 2005, Trailer 2005, Truck 2005, Trailer 2005

6. List similar project experience with references where the Bidder was the prime contractor and percent work completed as prime and percent completed by subcontractors.

Project Name	Description of Work	Date Completed	Contract Amount	% Prime/ % Subcontract	Owner/Contact	Phone No.
1. Delisle concrete foundation co. under	Water line ext.	April 07	2,900,000	95% Prime	Delisle concrete	785-3371
2. Buffalo Trail Pipeline relocation	Relocation of water line	August 07	260,000	95% Prime	Buffalo Trail Under A 3000	785-6516
3.						
4.						
5.						

(Add supplementary pages if necessary)

PART 2 - SUBCONTRACTORS

All proposed subcontractors shall be listed below for each branch of work included in the proposed Contract. All subcontractors are subject to the approval of the Owner. Failure to submit a completed list may be cause for rejection of the Bid. Experience and references of all subcontractors shall be described on separate pages.

BRANCH OF WORK	NAME AND ADDRESS OF SUBCONTRACTOR
Water Main Construction	
Highway Boring	Singleton Sand Boring Corp Burnside Ky
(Other)	
(Other)	
(Other)	

(Add supplementary pages if necessary)

- NOTES:
- 1. The OWNER in no way implies acceptance of any proposed subcontractor by acceptance of the Bid.
  - 2. The CONTRACTOR will not be allowed to substitute subcontractors not listed herein without prior written approval of OWNER.
  - 3. The CONTRACTOR shall indicate the percent or amount of work proposed by subcontractors for the total project or each branch of work listed.

SUBCONTRACTORS' REFERENCES – WATER MAIN CONSTRUCTION  
REQUIRED INFORMATION

List similar project experience with references for each subcontractor proposed and the percent work completed by the subcontractors.

Project Name	Description of Work	Date Completed	Contract Amount	% Prime/ % Subcontract	Owner/Contact	Phone No.
1.						
2.						
3.						
4.						
5.						

(Add supplementary pages if necessary)

Contract 6 – Kelly Road Water Main Extension  
Pendleton County Fiscal Court  
Bidder's Proposal

SUBCONTRACTORS' REFERENCES – HIGHWAY BORING  
REQUIRED INFORMATION

List similar project experience with references for each subcontractor proposed and the percent work completed by the subcontractors.

Project Name	Description of Work	Date Completed	Contract Amount	% Prime/ % Subcontract	Owner/Contact	Phone No.
1. Buffalo Trail Water main Piquette (Pike)	Boring	Aug 07	260,000	5% Sub	Buffalo Trail	765 6544
2. Delisle Curve Pendleton Water	Boring	Still in Progress	2,000,000	5% Sub	Pendleton Co. Water	735 3223
3.						
4.						
5.						

(Add supplementary pages if necessary)

Contract 6 – Kelly Road Water Main Extension  
Pendleton County Fiscal Court  
Bidder's Proposal

SUBCONTRACTORS' REFERENCES – OTHER  
REQUIRED INFORMATION

List similar project experience with references for each subcontractor proposed and the percent work completed by the subcontractors.

Project Name	Description of Work	Date Completed	Contract Amount	% Prime/ % Subcontract	Owner/Contact	Phone No.
1.						
2.						
3.						
4.						
5.						

(Add supplementary pages if necessary)

Contract 6 – Kelly Road Water Main Extension  
Pendleton County Fiscal Court  
Bidder's Proposal

PART 3 - MANUFACTURER'S LIST

- A. The Bidder proposes to furnish the following equipment contingent upon its conformity to the Specifications and review and acceptance by the ENGINEER and OWNER.
- B. Only one manufacturer's name is to be listed.

NAME OF MANUFACTURER	DESCRIPTION OF MATERIAL
<u>Clow</u>	DIP Piping – Water Main
<u>North American</u>	PVC Piping – Water Main
<u>Mueller</u>	Water Valves
<u>Mueller</u>	M.J. Fittings
	Fittings
<u>Badger</u>	Water Meters – Customer Service

(Add supplementary pages if necessary)

NOTES:

1. If listed equipment is not by manufacturer's specified, OWNER in no way implies acceptance of such listed equipment by acceptance of the Bid.
2. The CONTRACTOR will not be allowed to substitute manufacturers not listed for the units above without prior written approval of OWNER.

Contract 6 – Kelly Road Water Main Extension  
Pendleton County Fiscal Court  
Bidder's Proposal

DEBARRED FIRMS

The undersigned hereby certifies that the firm of Talbot Engineering LLC has not and will not award a subcontract, in connection with any contract awarded to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended or any other Federal Law.

Talbot Engineering LLC  
Name of Firm Submitting Bid

Andrew D. Smith  
Signature of Authorized Official

C. Weber  
Title

11-1-11  
Date

Contract 6 – Kelly Road Water Main Extension  
Pendleton County Fiscal Court  
Bidder's Proposal

CERTIFIED COPY OF CORPORATE RESOLUTION

\_\_\_\_\_  
(Name of Company)  
I hereby certify that I am the duly elected and acting Secretary of \_\_\_\_\_  
\_\_\_\_\_  
Corporation duly organized and existing under the laws of the State of \_\_\_\_\_; that on  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Board of Directors of said  
Corporation authorized and approved a certain Proposal to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. (Insert Name of Owner) for the construction of certain improvements for  
\_\_\_\_\_. (Insert Name of Owner) by said  
Corporation and any contract resulting therefrom, and empowered the \_\_\_\_\_  
\_\_\_\_\_. (Insert Title of Officer) of said Corporation to execute said  
Proposal and Contract for and in behalf of said Corporation; that said authority is not contrary to any provision  
in the Articles of Incorporation or code of regulations or code of bylaws of said Corporation; that said authority  
has not been rescinded or modified; and that \_\_\_\_\_ is the duly elected and acting  
\_\_\_\_\_. (Insert Title of Office) of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

Contract 6 – Kelly Road Water Main Extension  
Pendleton County Fiscal Court  
Bidder's Proposal

NONCOLLUSION AFFIDAVIT

State of Kentucky  
County of Falmouth

Bid Identification Contract 6 – Kelly Road Water Main Extension for the Pendleton County Fiscal Court,  
Falmouth, Kentucky

Contractor, Tilton Excavating, LLC

Being first duly sworn, deposes and says that he is Sole Owner  
\_\_\_\_\_. (sole owner, a partner, president, secretary, etc.) of  
Tilton Excavating, LLC

\_\_\_\_\_, the  
party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed  
person, partnership, company, association, organization, or corporation; that such bid is genuine and not  
collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in  
a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder  
or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any  
manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid  
price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of  
that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone  
interested in the proposed contract; that all statements contained in such bid are true; and, further that said  
bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof,  
or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any  
corporation, partnership, company, association, organization, bid depository, or to any member or agent  
thereof, or to any other individual except to such person or persons as have a partnership or other financial  
interest with said bidder in his general business.

SIGNED Maureen Tilton  
TITLE OWNER

Subscribed and sworn to before me this 2<sup>nd</sup> DAY OF October, 2011.

(SEAL)

Contract 6 - Kelly Road Water Main Extension  
Pendleton County Fiscal Court  
Bidder's Proposal

PART 4 - BID SECURITY (BID BOND)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Tilton Excavating, LLC, as Principal, and United Fire & Casualty Company as Surety, are hereby held and firmly bound into See Below as Owner in the penal sum of 5% bid sum for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed this 2nd day of October, 2007.

The condition of the above obligation is such that whereas the Principal has submitted to Pendleton County Fiscal Court a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Contract 6 - Kelly Road Water Main Extension - Project No. 2006-11502 11/2001

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way be impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Attest: Pendleton County  
Fiscal Court

Tilton Excavating, LLC

Debra Tilton  
Principal (Legal Signature)

United Fire & Casualty Company  
Surety

By James H. Martin  
James H. Martin  
Attorney-in-Fact

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

UNITED FIRE & CASUALTY COMPANY  
HOME OFFICE - CEDAR RAPIDS, IOWA  
CERTIFIED COPY OF POWER OF ATTORNEY  
(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existir under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint JAMES T. SMITH, OR JAMES H. MARTIN, OR BROCK T. SMITH, OR RAYMOND M. HUNDLEY, ALL INDIVIDUALLY OF LOUISVILLE KY

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

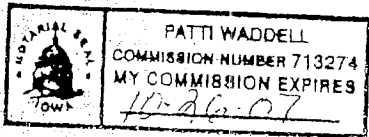
The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies o insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 5th day of September, 2005



UNITED FIRE & CASUALTY COMPANY

By *Randy A. Ramlo* Vice President

State of Iowa, County of Linn, ss:

On 5th day of September, 2005, before me personally came Randy A. Ramlo to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

*Patti Waddell*  
Notary Public  
My commission expires: 10/26/2007

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 2nd day of October 20 07

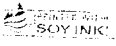
*Randy A. Ramlo* Secretary

In Re: Award Bid on Road Department Storage Shed.

Judge Bertram presented the two bids received for the Road Department Storage Shed. He reported one bid was twenty seven thousand three hundred seventy seven dollars (\$27,377.00) and the second bid was for forty six thousand five hundred dollars (\$46,500.00). Judge Bertram reported on the thickness of the wall, he state within in the specifications there was both 8 inch and 12 inch wall. The first bid of \$27,377.00 is for 8 inch walls, for 12 inch walls there would be an additional three thousand two hundred sixty dollars (\$3,260.00). Judge Bertram stated he had spoken with the County Road Supervisor and the Supervisor recommended accepting the low bid, but he would like to have the 12 inch walls. The reason is the use of the shed, there will be pressure put against the walls.

Squire Hart made a motion to accept the bid from Tackett Exterior Remodeling in the amount of twenty seven thousand three hundred seventy seven dollars (\$27,377.00) plus the three thousand two hundred sixty dollars (\$3,260.00) additional for the 12 inch walls, seconded by Squire Whaley, motion carried.

Information recorded as follows:



TACKETT EXTERIOR REMODELING

504 S. LIBERTY  
FALMOUTH, KY 41040  
(606) 391-9411  
Siding, Windows & Seamless Gutters

SALES ORDER

001111

PENDELTON CO. ROAD, DEPT.  
FALMOUTH KY. 41040

SAME

QUAN	ORDER NO.	SHIP	HOW SHIP	TERMS	BUYER	SALESMAN
1						
CONCRETE WORK	DESCRIPTION					PRICE
CONCRETE WORK	CONSTRUCTION OF 96' X 24' CONCRETE EQUIPMENT SHELTER WITH 6 SECTIONS INCLUDING 23 LF 30" DEEP X 24" WIDE FOOTERS - REINFORCED WITH #4 REBAR-228 LF 8' X 8" WALLS W/ #4 REBAR 2" CL VERT + HORIZONTAL + 4 PADS FOR PEIRS 4/12 2X6 ROOF CONSTRUCTION W/ 2X4 PERLINS WITH WHITE METAL ROOFING + SIDING, FLASHING, FASCIA AND SOFFITS. INSTALLED WITH RUBBER WASHERED SCREWS - 1 FT. OVER HANGS - 93 LF CONTINUOUS GUTTERS + DOWN SPOUTS HIDDEN SCREW TYPE HANGERS 6X6 POSTS ANCHORED WITH BRACKETS SHOWN ON DETAIL SHEET ALL OTHER CONSTRUCTION PERFORMED AT HUBBARD ARCHITECTURE SPECS. INTERI. DRAWING/PLT. TOTAL PRICE					\$ 2737.00
	ADD \$326.00 FOR 12" THICK WALLS SHOWN ON DETAIL SHEET					



120 Sandy Branch  
Butler, Kentucky 41306-0441  
GENERAL CONTRACTOR  
Since 1950  
Mobile (850) 471-0800

Proposal

PROPOSAL TO BE MADE TO:	NAME
DATE SUBMITTED:	DATE
We hereby propose to furnish materials and labor necessary for the completion of	
23' x 24' CONCRETE EQUIPMENT SHELTER WITH 6 SECTIONS INCLUDING 23 LF 30" DEEP X 24" WIDE FOOTERS - REINFORCED WITH #4 REBAR-228 LF 8' X 8" WALLS W/ #4 REBAR 2" CL VERT + HORIZONTAL + 4 PADS FOR PEIRS 4/12 2X6 ROOF CONSTRUCTION W/ 2X4 PERLINS WITH WHITE METAL ROOFING + SIDING, FLASHING, FASCIA AND SOFFITS. INSTALLED WITH RUBBER WASHERED SCREWS - 1 FT. OVER HANGS - 93 LF CONTINUOUS GUTTERS + DOWN SPOUTS HIDDEN SCREW TYPE HANGERS 6X6 POSTS ANCHORED WITH BRACKETS SHOWN ON DETAIL SHEET ALL OTHER CONSTRUCTION PERFORMED AT HUBBARD ARCHITECTURE SPECS. INTERI. DRAWING/PLT. TOTAL PRICE	

WE HEREBY PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF

Amount to be made as follows:	Amount (\$)
All material to be as specified above. Any change in above work involving extra cost will be extra. The extra work will be done only after signed contract by owner. Contractor not responsible for delays beyond his control (rain, freezing temperatures, sub contractor, shortage of material). All work will be done according to local codes. Hairline cracks in concrete are normal. Cracks can happen anywhere, over drain lines, above doors, windows and in corners are common. Contractor responsible for all insurance, theft, fire, earthquake, tornado, flood, if contractor is performing work on site or off site contractor is not responsible for cracks due to natural. Owner responsible for locating all underground utilities and property lines.	
ACCEPTANCE OF PROPOSAL	Signature
The above proposal, specifications and conditions are fully understood and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Signing of this makes this a binding contract.	Signature
Date of acceptance	Signature



**In Re: Approve Election and Poll Worker Claims.**

Judge Bertram reported the County Clerk, Rita Spencer, presented the request for payment of the Election Officers, Poll Workers and Tabulators, extra office help. Squire Veirs made a motion to approve the Election and Poll Worker claims as presented by the Pendleton County Clerk, Rita M. Spencer, seconded by Squire Hart, motion carried.  
Information recorded as follows:

Pendleton County Fiscal Court  
Henry W. Bertram, Judge/Executive  
233 Main Street - Room 4  
Falmouth, KY 41010

Poll workers - \$100.00 and \$25.00 for Election School  
Election Officers - \$300.00  
Tabulators, extra office help - \$25.00

**In Re: Reappointments to the Recreation Commission.**

Judge Bertram nominated Ann Higgins and Jeff Aulick as County Appointments as reappointments to the Recreation Commission. Squire Wells made a motion to make the appointments as nominated by Judge Bertram, seconded by Squire Veirs, motion carried.

**In Re: Library Update Discussion.**

Judge Bertram asks Squire Wells to update the Fiscal Court in regards to the Library Discussion. Squire Wells reported that the meeting for October 22<sup>nd</sup>, 2007 was cancelled until information could be gathered in regards to the criteria required for a site. The meeting has been rescheduled for October 29<sup>th</sup>, 2007.  
For information only no action taken.

**In Re: Clerk's Office Lighting.**

Judge Bertram reported that two bids were given for the lighting in the Clerk's Office, for supplies A&S Electric Supply in the amount of one thousand six hundred sixty nine dollars (\$1,669.00) and the second was from Home Depot in the amount of one thousand seven hundred and sixty five dollars and sixty two cents (\$1,765.62) and the labor was separate at one thousand four hundred dollars (\$1,400.00).

Squire Hart made a motion to accept the A&S Electric Supply bid at the lower price (\$1,669.00) and the labor bid at (\$1,400.00), seconded by Squire Veirs, motion carried.  
Information recorded as follows:

PROPOSAL  
JON GOSNEY ELECTRICAL SERVICES  
P O BOX 99  
INDEPENDENCE KY 41051-0099  
(859) 391-6235

DATE: September 25, 2007

Submitted to: HONORABLE JUDGE HENRY BERTRAM  
PENDLETON COUNTY FISCAL COURT  
233 MAIN STREET  
FALMOUTH KY 41040

SUBJECT: COUNTY CLERK'S OFFICE - CEILING FLOURESCENT FIXTURE REPLACEMENT

The Fiscal Court will purchase the new fixture, at the discretion of pricing, from the following suppliers:

**A&S ELECTRIC SUPPLY:**

A.	19 - Four (4) light T8 layin fluorescent lights/lamps at \$46.00 @	Total	\$ 874.00
B.	15 - Four (4) light T8 surface mount fluorescent lights/lamps at \$53.00 @	Total	\$ 795.00
		Total	\$1,669.00

OR

**HOME DEPOT:**

A.	19 - Four (4) light T8 Lay in fluorescent lights/lamps at \$51.93 @	Total	\$ 986.67
B.	15 - Four (4) light T8 surface mount fluorescent lights/lamps at \$51.93 @	Total	\$ 778.95
		Total	\$1,765.62

Estimated Labor and Material for replacement on a Time and Material Basis (Does not include fixtures): \$1,400.00

**NOTE: Additions and/or changes to the specifications set forth in this proposal will incur additional charges.**

**"NOTICE TO OWNER"**

Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, material-man or other person who helps to improve your property and is not paid for his labor, services or

In Re: Appoint New Animal Shelter Technician.

Judge Bertram reported a recommendation of Kim Green as part time Animal Technician. Squire Hart made a motion to appoint Kim Green as the part time Animal Technician, seconded by Squire Veirs, motion carried.

In Re: Award Area Development Fund Applications.

Judge Bertram reported one bid was received for the lighting at the Athletic Park project. An application for federal assistance was applied for in the amount of nine thousand fifty dollars (\$9,050.00), the applicants contribution will be one thousand three hundred ninety five dollars (\$1,395.00).

Squire Whaley made a motion to use the ADF funds for the lighting at the Pendleton County Athletic Park project, seconded by Squire Hart, carried.

Information recorded as follows:

APPLICATION FOR  
FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION:  
Application  
☒ Construction  
☐ Non-Construction

Pre-application  
☐ Construction  
☐ Non-Construction

2. DATE SUBMITTED

3. DATE RECEIVED BY STATE

4. DATE RECEIVED BY FEDERAL AGENCY

Applicant Identifier  
State Application Identifier  
Federal Identifier

5. APPLICANT INFORMATION

Legal Name:  
Pendleton County Fiscal Court

Organizational Unit:  
Department:  
Pendleton County Fiscal Court  
Division:  
County

Organizational DUNS:  
021888769

Address:  
Street:  
233 Main Street, Room 4  
City:  
Falmouth  
County:  
Pendleton  
State:  
KY  
Zip Code:  
41040  
County:

Name and telephone number of person to be contacted on matters involving this application (give area code)  
Prefix:  
First Name:  
Henry  
Middle Name:  
Last Name:  
Bertram  
Suffix:

Email:  
pendjud@fuse.net  
Phone Number (give area code):  
859-654-4321  
Fax Number (give area code):

6. EMPLOYER IDENTIFICATION NUMBER (EIN):  
[6][1]-[6][0][0][0][7][6][4]

8. TYPE OF APPLICATION:  
☒ New  
☐ Continuation  
☐ Revision  
Revision, enter appropriate letter(s) in box(es)  
(See back of form for description of letters.)  
Other (specify):

7. TYPE OF APPLICANT: (See back of form for Application Types)  
County  
Other (specify):

9. NAME OF FEDERAL AGENCY:

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:  
TITLE (Name of Program):  
00-000

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:  
Pendleton Athletic Park  
lighting project.

12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):  
Pendleton County

13. PROPOSED PROJECT  
Start Date:  
2/2/07  
Ending Date:  
10/10/07

14. CONGRESSIONAL DISTRICTS OF:  
a. Applicant  
4  
b. Project  
1

15. ESTIMATED FUNDING:

a. Federal	\$	0
b. Applicant	\$	1,395
c. State	\$	9,050
d. Local	\$	0
e. Other	\$	0
f. Program Income	\$	0
g. TOTAL	\$	10,445

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?  
a. Yes. ☐ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON  
DATE:  
b. No. ☒ PROGRAM IS NOT COVERED BY E.O. 12372  
OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?  
☐ Yes If "Yes" attach an explanation. ☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative  
Prefix:  
First Name:  
Henry  
Middle Name:  
Last Name:  
Bertram  
Suffix:

b. Title:  
Judge Executive  
Signature of Authorized Representative:  
Previous Edition Usable  
Authorized for Local Reproduction

c. Telephone Number (give area code):  
859-654-4321  
d. Date Signed:  
10/18/07

Standard Form 424 (Rev. 9-2003)  
Prescribed by GSA Circular A-102

Governor's Office for Local Development  
Project Profile

1. Project Title: <u>Pendleton Athletic Park</u>		2. Source of Funds Requested:	
<u>Lighting Project</u>		Program Area Request	Code/Section
		<input type="checkbox"/> FEMA	
		<input type="checkbox"/> ARC	
		<input type="checkbox"/> FICRS	
		<input type="checkbox"/> EDA	
		<input checked="" type="checkbox"/> ADF	
		<input type="checkbox"/> Other	
3. Applicant Information:		5. ADD District	
Name: <u>Pendleton County</u>		NKADD	
Address: <u>233 Main Street, room 4</u>		6. County (s)	
<u>Falmouth, KY 41040</u>		Pendleton	
Contact Person: <u>Henry Bertram</u>			
Title: <u>Judge Executive</u>			
Phone / Fax: <u>859-654-4321</u>			
E-mail: _____			
4. Sponsor/(ADF-Elected or Other Chief Official		7. Projected Starting Date	
Name: <u>Same as above</u>		2/2/07	
Address: _____		8. Expected Date of Completion	
_____		10/10/07	
Phone / Fax: _____			
E-mail: _____			
9. Discription of Project (Attach Maps Showing Project Area Location)			
<p>The <i>Pendleton Athletic Park</i> is a 22-acre site located along the Licking River in Falmouth. The site was purchased by combining assets, and planning for the purpose of recreational activities for all of the people of Pendleton County. Other organizations pledging support for the development of the property include the City of Falmouth, Pendleton County Youth Fair Board, Kincaid Regional Theater, the City of Butler, Pendleton County Board of Education, youth Football and private financial contributions.</p> <p>This project component includes the purchase and installation of security and related lighting on three of the athletic park's four existing county-leased softball fields. This nighttime lighting will dramatically improve and increase the already strong usage the park receives on a weekly basis and will lengthen the number of hours throughout the year that the facility is accessible to activity. It will also, for the first time, allow for regional competition. This is because in order to host regional events, games must be played on a scheduled basis both days and evenings.</p>			

10. Need Justification (Relate to Appropriate Existing Plans):
<p>Project will create security and safety for park visitors and ensure facility can be used during evening and nighttime hours.</p>
11. Define Expected Results and Briefly Relate Special Merits of the Project:
<p>Pendleton Athletic Park will become a safe and secure facility for use by residents during both daytime and evening hours.</p>

PROPOSED FUNDING SUMMARY

Funding Source	*Status	Construction 1.) Improvement / Renovations 2.) New 3.) Site Development	Equipment	Operations	Planning & Research	Real Property Acquisition	Legal Architectural Engineering Fees	Other (Please Specify)	Total	%
ARC										
EMHA										
EDA										
LWCF / NPS										
HUD										
EPA										
ADP	\$ 9,050		\$ 9,050						\$ 9,050	87
Other										
Local / Grantee Share	\$ 1,395		\$ 1,395						\$ 1,395	14
Total	\$ 10,445		\$ 10,445						\$ 10,445	100

Statuses: A = Approved, P = Pending or Under Review, N = No Application Submitted

bill mitchell

From: Larry Sutton [lsutton@insightbb.com]  
Sent: Thursday, October 18, 2007 2:52 PM  
To: Bill Mitchell  
Subject: Fw: Video Surveillance-Athletic Field-Pendleton Co.-Dec.3, 2006

----- Original Message -----  
From: MARK TUCKER  
To: lsutton@insightbb.com  
Sent: Sunday, December 03, 2006 11:41 PM  
Subject: Video Surveillance-Athletic Field-Pendleton Co.-Dec.3, 2006

December 3, 2006

ATTN: Larry Sutton  
55 East Maple St.  
Butler, KY 41006  
lsutton@insightbb.com

Subject: Video Surveillance at Athletic Field

Materials List:

PTZ Cameras-2

2	GE-CYBERDOME/7" WALL/MT. SMOKE GLASS	\$3,930.00
1	KALATEL JOYSTICK/405 CONTROLLER	\$750.00
2	RG-59/18-2 CABLING INSIDE BUILDING	\$250.00

Wall Mount Cabinets

1	MIDDLE ATLANTIC WALL MT. CABINET	\$445.00
1	MIDDLE ATLANTIC SHELF	\$50.00
1	14" COLOR MONITOR	\$285.00
1	8 OUTLET SURGE PROTECTOR	\$25.00

Digital Recorder/Power Supply

1	GE SECURITY DVMRE-PRO10-160	\$3,395.00
1	16-PORT ALTRONIX POWER SUPPLY	\$165.00

LABOR FOR 2 MEN + PROGRAMMING		\$1,150.00
TOTAL COST		\$10,445.00

Larry,

Please give me a call if you have any questions. Thanks for the information.

STATEMENT OF ASSURANCES  
AREA DEVELOPMENT FUND

Name of Project: Pendleton Athletic Park  
Name of Property Owner: Property lease to Pendleton County Fiscal Court  
Designated Beneficiary Agency: Pendleton County Fiscal Court  
Statement of Nature of Project: Lighting For Ball Fields

The designated beneficiary agency of the above capital project hereby executes the following assurances to the Commonwealth of Kentucky concerning the property described below which is the subject of the capital.

Description of Property: (Legal description of Property owned by deed or lease; specifications on equipment projects; and boundary description of utility line projects.)

See lease.

Source of Title: (include book and page number of deed.)

- 1. All property required for the capital project or acquired by or through the capital project will be used for public purposes for the life of the property.
- 2. No encumbrance of any kind will be placed on the capital project during the life of the project if the project is financed in full with Area Development Funds, unless the project is for industrial development purposes.

STATEMENT OF ASSURANCES  
AREA DEVELOPMENT FUND

Name of Project: Pendleton Athletic Park  
Name of Property Owner: Property lease to Pendleton County Fiscal Court  
Designated Beneficiary Agency: Pendleton County Fiscal Court  
Statement of Nature of Project: Lighting For Ball Fields

The designated beneficiary agency of the above capital project hereby executes the following assurances to the Commonwealth of Kentucky concerning the property described below which is the subject of the capital.

Description of Property: (Legal description of Property owned by deed or lease; specifications on equipment projects; and boundary description of utility line projects.)

See lease.

Source of Title: (include book and page number of deed.)

- 1. All property required for the capital project or acquired by or through the capital project will be used for public purposes for the life of the property.

3. The beneficiary agency shall:

- (a) Cause work on the project to commence within a reasonable time after receipt of approval notification.
- (b) Notify the Governor's Office For Local Development of any delay in completing the project.
- (c) Submit a Project Completion Report with appropriate support documents to the Governor's Office For Local Development through the Area Development District within a reasonable time after completion of the project.
- (d) Keep and maintain complete and accurate records of accounts of all expenditures of the grant monies which shall be subject to audit by the Commonwealth for a period of five (5) years after completion of the project; and
- (e) Return promptly any grant monies not required after all costs of the capital project have been paid by the beneficiary agency. Funds shall be returned by check payable to the State Treasurer.

It is understood that the truth of these assurances are essential conditions to the approval of the project by the Governor's Office For Local Development and the expenditure of public money from the fund and that the Commission is relying thereon in the approval and implementation of the project, and that these assurances are subject to the provisions of KRS 523.100.

IN WITNESS WHEREOF, above assurances are executed by the

This the \_\_\_\_\_ day of \_\_\_\_\_, 2002. \_\_\_\_\_  
Beneficiary Agency

\_\_\_\_\_  
Chief Officer

COMMONWEALTH OF KENTUCKY  
County of \_\_\_\_\_

The undersigned County Clerk in and for the Commonwealth of Kentucky aforesaid, hereby certifies that the foregoing Statement of Assurances was this day lodged in my office to be, and has been, recorded in Book \_\_\_\_\_ page \_\_\_\_\_.

This is the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

GROUND LEASE

This Ground Lease executed by the parties to it on the respective dates indicated in the notarial certificates affixed hereto shall be deemed to have been made, entered into, and delivered in Falmouth, Kentucky, and effective as of October 17, 2002 by and between PENDLETON COUNTY BOARD OF EDUCATION (hereinafter referred to as the "Landlord"), and PENDLETON COUNTY FISCAL COURT., (hereinafter referred to as the "Tenant").

ARTICLE I  
Definitions

As used in this lease the following terms shall have the respective meanings specified in this Article unless the context otherwise specifies or clearly requires:

- (A) "Commencement date" means Oct 17, 2002.
- (B) "Landlord" means the Pendleton County Board of Education and any successor owner or owners of landlord's interest in the premises and of landlord's interest under this lease.
- (C) "Lease" means this ground lease, as the same may from time to time hereafter be amended, and the leasehold estate created pursuant to this instrument.
- (D) "Lease year" means each consecutive 12-month period during the initial term and each extended term, if any, of this lease, beginning with the commencement date (and each anniversary thereof thereafter).
- (E) "Premises" means the land located in Pendleton County, Kentucky, described in Article II of this lease, leased by Landlord to Tenant hereunder and shown on Exhibit A attached to and made a part of this lease.
- (F) "Tenant" means the Pendleton County Fiscal Court.

ARTICLE II  
Granting Clause; Demised Premises;  
Easements; Character of Lease

(A) Grant clause

For and in consideration of the payment of the rents herein reserved and of the due performance by tenant of all other covenants and obligations hereinafter set forth, landlord hereby leases to tenant and tenant hereby rents from landlord the real property located in Falmouth County, Kentucky ("premises") more particularly described in Section II(B) hereof, for the lease term.

(B) Premises

The premises consists of approximately 8.32 acres located in Pendleton County, Kentucky, as more particularly described on Exhibit A-1 less the premises more particularly described on Exhibit A-2, attached to and made a part of this lease and all rights, privileges, easements, and appurtenances thereto.

## (C) Character of lease

Landlord and Tenant intend, and Tenant expressly covenants and agrees, that this lease is a triple net lease in which tenant agrees to pay, as additional rent, all, insurance, maintenance, repairs and replacements and all other costs and expenses that may be required for the upkeep of the premises.

ARTICLE III  
Term

The term of this lease ("term") shall begin upon the execution of this Lease Agreement and expire on 02/17/2022.

ARTICLE IV  
Rent

Tenant hereby covenants to pay to landlord upon execution of this Lease Agreement the sum of \$1.

ARTICLE V  
Permitted Uses

Parties acknowledge that the premises are the subject of a Memorandum of Understanding executed between the parties and the City of Falmouth on June 2022. The parties further acknowledge that the premises are subject to the terms of the Stafford Act, Regulation promulgated thereunder (41CFR 206.434) as they read now and may be amended in the future. Consistent with the foregoing, the County shall be obligated to erect thereon four softball fields, two sand volleyball courts, one parking lot reasonably calculated to serve the installations, and an appropriate roadway for such similar purpose.

ARTICLE VI  
Representations and Covenants of  
Landlord and Tenant

## (A) Quiet enjoyment

Upon paying the fixed rent and all other charges herein provided and upon strictly observing and keeping the terms, covenants, and conditions of this lease on tenant's part to be performed, tenant shall lawfully hold, occupy, and enjoy its estate in the premises during the term of this lease.

## (B) Termination of lease

Upon the expiration or other termination of this lease, tenant shall leave all buildings and structures on the premises and such buildings and structures shall thereupon become and be the sole property of landlord. Tenant shall leave the premises in a neat condition.

ARTICLE VII  
Compliance with Laws

Tenant shall not use or occupy the premises in any manner which would cause any material violation of any laws or ordinances affecting the premises and tenant shall comply with all material aspects of all laws and ordinances affecting the premises insofar as compliance becomes necessary because of any act or omission by tenant in tenant's use and occupancy of the premises.

ARTICLE VIII  
Public Utility Charges

Tenant shall pay or cause to be paid all charges for gas, water, sewer, electricity, telephone, and other service or services furnished to the premises or to tenant after the commencement date, and during the term of this lease at such times as it uses the premises.

ARTICLE IX  
Discharge of Liens

In the event the premises or any part thereof or tenant's leasehold interest therein shall at any time during the term of this lease become subject to (A) any mechanic's, laborer's, materialmen's, or similar type of lien based upon the furnishing of materials or labor on the premises and contracted for by tenant, tenant shall and hereby does (A) hold landlord and the premises harmless against any such mechanic's and materialmen's liens, and other encumbrances of a similar nature, and from any and all loss, cost, claim, damage, and expense, including but not limited to reasonable attorney fees incurred by landlord as a result of any such lien; and (B) cause the same, at the sole cost and expense of tenant, to be released or discharged within 60 days after actual notice to tenant of any filing of a lien against the premises or any part of the landlord's property by the substitution of a mechanic's lien release bond or by such other instrument or method as a tenant may elect.

NOTICE IS HEREBY GIVEN TO ALL MECHANICS, MATERIALMEN, CREDITORS OF TENANT AND OTHER INTERESTED PARTIES THAT TENANT IS NOT THE AGENT OF LANDLORD FOR THE PURPOSE OF ANY IMPROVEMENTS WHICH MAY BE CONSTRUCTED ON THE PREMISES BY, FOR, ON BEHALF OF, OR PURSUANT TO ANY AGREEMENT WITH TENANT, ITS AGENTS, AFFILIATES, OR NOMINEES, AND THAT LANDLORD SHALL NOT BE LIABLE FOR ANY AMOUNTS OWED FOR LABOR OR MATERIALS OR OTHER SERVICES RENDERED OR GOODS USED IN CONNECTION WITH ANY SUCH CONSTRUCTION.

ARTICLE X  
Construction of Original Improvements

Landlord and tenant acknowledge that tenant intends to construct and shall construct at its own cost on the premises four softball fields, two sand volleyball courts, one parking lot reasonably calculated to serve the installations, and an appropriate roadway for such similar purpose. The construction of the softball fields shall include all parking areas, connections for sewers, water lines, electricity, telephone lines, and other utilities, landscaping, and other improvements (collectively, for purposes of this lease called the "original improvements"). The improvements to be constructed shall be subject to the terms of the Memorandum of Understanding between the parties and the City of Falmouth on June 2022.

In the event that any action or proceeding shall be brought against landlord by reason of any claim referred to in this article, tenant, upon written notice from landlord, shall, at tenant's sole cost and expense, resist or defend the same through counsel selected by tenant. In the event of any final judgment being rendered against landlord as a result thereof and all period to appeal from any such judgment shall have expired, tenant will promptly pay such judgment, interest, and costs prior to any levy of execution thereon. This article shall survive the expiration or termination of the term of this lease.

(B) Liability insurance

Tenant, throughout the term of this lease, shall, at its own expense, provide or cause to be provided and kept in force, for the benefit of landlord, general liability in a company or companies approved in writing by landlord, protecting landlord against any and all liability occasioned by accident or disaster in the respective minimum amounts of \$3,000,000 for any one accident or disaster, \$1,000,000 for injuries to any one person, and \$300,000 for property damage. Said liability policies shall cover the entire premises as well as the entrances and exits thereto.

(C) Increase in policy limits

In the event landlord considers the foregoing policy limit insufficient for its protection, landlord shall have a right to require tenant to increase the policy limits to amounts which are then generally required by institutional fiduciaries or institutional landlords in Pendleton County, Kentucky are for like property use and tenant shall cause, at its sole expense, such policy limits to be so increased.

(D) Deposit of certificates and payment of premiums

Tenant shall deposit with landlord a certificate or certificates of all liability insurance policies in force upon the premises. Tenant, not less than 20 days prior to the expiration of any of such policy or policies, shall pay the premiums for renewal insurance and deliver to landlord, within a reasonable time, a certificate or certificates therefor. If such premiums or any of them shall not be so paid and the certificates shall not be so delivered, landlord may procure said insurance and/or pay for the same and the amount so paid by landlord, with interest thereon at the rate of 12% per annum from the time of payment, shall become due and payable by tenant, as additional rent with the next installment of fixed rent that shall become due after such payment by landlord. Tenant hereby expressly covenants that payment by landlord of any such premium shall not be deemed to waive or release the default in the payment thereof by tenant, or the right of landlord to take such action as may be permissible hereunder, as in the case of default in the payment of the fixed rent.

(E) No violations of policy conditions

Tenant shall not knowingly violate or permit to be violated any of the conditions of any of the said policies and shall so perform and satisfy the requirements of the insurance company or companies writing such policies that at all times such companies shall continue to remain in good standing in Kentucky and shall be willing to write and/or continue to renew such insurance.

(F) Insolvency or other failure of insurer

In the event of insolvency, bankruptcy, taking over by any state, federal or other agency or person having jurisdiction over the insurer or cessation of business by the insurer for any reason, tenant shall procure substitute property and liability insurance in favor of landlord and tenant as their interest may appear.

ARTICLE XIV  
Defaults

If either party shall default in the performance of or compliance with any of the obligations of the said party to be performed under this lease and such default shall continue for a period of 30 days after written notice of such default shall be given to the defaulting party by the non-defaulting party (unless, in the case of any default other than a payment default which cannot with due diligence be remedied within such 30-day period, a course of action adequate to remedy the same shall be commenced by the defaulting party within such period and thereafter shall be prosecuted with diligence and continuity, in which event the period of time available to tenant to cure such default shall be extended from 30 days to that period which, with diligent and continuous prosecution, is necessary to cure the same), or if tenant shall be adjudicated bankrupt or insolvent or make an assignment for the benefit of creditors, then, in any of such events, the non-defaulting party, in addition to all other remedies given to landlord by law or in equity, may, by written notice to tenant, terminate this lease or, without terminating this lease. In addition, without terminating this lease, the landlord may re-enter the premises by summary proceedings or otherwise, and in any event may dispossess the tenant. In the event of such re-entry, landlord may relet the premises, and in the event of a reletting shall apply the rent therefrom first to the payment of landlord's expenses (including reasonable attorney fees) incurred by reason of tenant's default, and the expense of reletting, including, but not limited to, the repair, renovations, or alteration of the premises and then to the payment of rent and all other sums due from tenant hereunder, tenant remaining liable for any deficiency.

ARTICLE XV  
Successors and Assigns

This lease and the terms, covenants, and conditions of this lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

ARTICLE XVI  
Invalidity of Particular Provisions

If any provision of this lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this lease shall be valid and be enforced to the fullest extent permitted by law.



This lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

ARTICLE XVII  
Article Headings

The article and section headings contained herein are inserted only for convenience of reference and are in no way to be construed as a part of this lease or as a guide to interpretation of the particular articles or sections to which they refer.

IN WITNESS WHEREOF, Pendleton County Board of Education as Landlord, and Pendleton County Fiscal Court as Tenant, in person and by their respective duly authorized corporate officers, have signed and delivered this lease, all as of the day and year first above written.

PENDLETON COUNTY BOARD OF EDUCATION,  
LANDLORD

BY: Steve Thomas

ITS: Board of Education Chairman

PENDLETON COUNTY FISCAL COURT  
TENANT

BY: Henry Pentram

ITS: Pendleton Co. Judge / Clerk

COMMONWEALTH OF KENTUCKY  
COUNTY OF PENDLETON

SUBSCRIBED AND SWORN to before me, by Steve Thomas of the PENDLETON COUNTY BOARD OF EDUCATION before me, a Notary Public, this 17<sup>th</sup> day of October, 2002.

Carole Joanne Roarson  
NOTARY PUBLIC

My Commission Expires:  
11/09/02

COMMONWEALTH OF KENTUCKY  
COUNTY OF PENDLETON

SUBSCRIBED AND SWORN to before me, by Judge Henry Pentram of the PENDLETON COUNTY FISCAL COURT before me, a Notary Public, this 8<sup>th</sup> day of Dec, 2002.

Rita M. Spencer - Clerk  
NOTARY PUBLIC By: Kathy J. Wyant, Dec

My Commission Expires:  
1-20-03

Located at 1116 Woodson Road, Falmouth, Kentucky 41040, and described as follows:

Lying and being in the City of Falmouth, Pendleton County, Kentucky on the north side of Woodson Road, 560.37 feet southwest of Dickerson Lane and being more particularly described as follows, to-wit: Beginning at a mag nail set in the center of Woodson Road at the southeast corner of the Grantors property, deed book 111, page 113 and a corner to a 0.5 acre lot of Melvin & Rita Wright, deed book 173, page 216; thence with the center of Woodson Road, S 70° 58' 05" W - 140.43 feet to a mag nail set, said point being the REAL PLACE OF BEGINNING for this description; thence continuing with the center of said road, S 72° 19.00 B69.46 feet to a mag nail set; thence leaving said road and with three new made lines N 24° 34' 52" W - 113.86 fete to an iron pin set; thence N 65 °



In Re: Approve Fleetone as Pendleton County Fuel Provider.

Judge Bertram reported that the Pendleton County Sheriff, Craig Peoples, has signed up Fleetone as fuel provider. Judge Bertram reported everything should go on line November 1, 2007. All County fuel will be purchased through Fleetone. The Fiscal Court will be given information on who has the cards in case of an emergency situation. This was for information only, no action necessary.

In Re: Budget Account Transfers.

Judge Bertram presented and read the Budget Account Transfers. Whereupon a motion was made by Squire Hart, seconded by Squire Whaley, carried, that the following Budget Account Transfers be accepted as presented. Transfers recorded as follows:

PENDLETON COUNTY FISCAL COURT  
TUESDAY OCTOBER 23, 2007  
7:00 PM

COURT ORDER TRANSERS**BUDGET ACCOUNT TRANSFERS:**General Fund

Transfer from (01-9400-205) Employees Health Insurance to the following account:

77-9400-299	HRA Contributions	\$8,928.18
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Road Fund

Transfer from (02-9400-205) Employees Health Insurance to the following account:

77-9400-299	HRA Contributions	\$1,488.03
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Jail Fund

Transfer from (03-9200-999) Reserve for Transfers to the following account:

03-9400-209	Workers Compensation	\$ 110.00
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Ambulance Fund

Transfer from (09-9200-999) Reserve for Transfers to the following account:

09-5140-445	Office Supplies	\$1,000.00
-------------	-----------------	------------

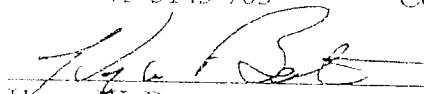
911 Fund

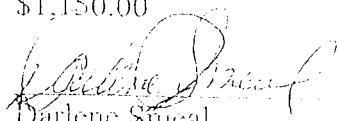
Transfer from (75-9400-205) Employees Health Insurance to the following account:

77-9400-299	HRA Contributions	\$1,488.03
-------------	-------------------	------------

Transfer from (75-9200-999) Reserve for Transfers to the following account:

75-5145-703	Communications Equipment	\$1,150.00
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Henry W. Bertram  
County Judge/Executive

  
Darlene Smeal  
Fiscal Court Clerk

Date: 10/23/07

Date: 10-31-07

In Re: Payment of Claims.

Judge Bertram presented and reviewed the Payment of Claims. Whereupon a motion was made by Squire Hart, seconded by Squire Wells, carried, the following claims be allowed and ordered paid out of the following funds.

## Pendleton County Fiscal Court

### Voucher Claims Register

General Fund

From: 10/23/2007 To: 10/23/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	04-5119	Vendor OFFICEDEPO	OFFICE DEPOT			
					Voucher Date	10/23/2007
04-0123	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		017343	OFFICE SUPPLIES	34.57
04-0123	01-5080-411-	CUSTODIAL SUPPLIES		017343	CUSTODIAL SUPPLIES	107.16
		Printed On Check 009479				
					Voucher Totals	141.73
Voucher No.	04-5120	Vendor OFFICEDEPO	OFFICE DEPOT			
					Voucher Date	10/23/2007
04-0123	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		017283	OFFICE SUPPLIES JUDGES OFFICE	300.80
		Printed On Check 009480				
					Voucher Totals	300.80
Voucher No.	04-5121	Vendor MIDWESTAUT	GLENN STEINKAMP - MIDWEST AUTOMOTIVE			
					Voucher Date	10/23/2007
04-0123	01-5085-571-	CO PROPERTIES - RENEWALS & REPAIRS		017347	REPAIRS ON 2002 FORD CROWN VICTORIA POLICE	2,494.27
		Printed On Check 009481				
					Voucher Totals	2,494.27
Voucher No.	04-5122	Vendor LOCALISSUE	LOCAL ISSUES CONFERENCE			
					Voucher Date	10/23/2007
04-0123	01-5025-569-	REGISTRATION/CONFERENCES		017354	MARK HART - LOCAL ISSUES CONFERENCE	175.00
		Printed On Check 009482				
					Voucher Totals	175.00
Voucher No.	04-5123	Vendor 2002KACO	2007 KACO CONFERENCE			
					Voucher Date	10/23/2007
04-0123	01-5025-569-	REGISTRATION/CONFERENCES	070062 & 070042	017314	2007 KACo CONFERENCE - NOV. 28-30 LEXINGTON	450.00
		Printed On Check 009483				
					Voucher Totals	450.00
Voucher No.	04-5124	Vendor PLANNING	PENDLETON COUNTY PLANNING COMMISSION			
					Voucher Date	10/23/2007
04-0123	01-5070-399-	PLANNING - COMPREHENSIVE		017350	1/2 FY 07-08 PROGRAM CONTRIBUTIONS	7,500.00
		Printed On Check 009484				
					Voucher Totals	7,500.00
Voucher No.	04-5125	Vendor COOPER	COOPER WHOLESALE, INC.			
					Voucher Date	10/23/2007
04-0123	01-5080-411-	CUSTODIAL SUPPLIES	69676	017335	CUSTODIAL SUPPLIES	36.23
04-0123	01-5210-468-	RECYCLING & LANDFILL SUPPLIES	69677	017335	SOLID WASTE SUPPLIES	104.91
		Printed On Check 009485				
					Voucher Totals	141.14
Voucher No.	04-5126	Vendor FAMILY	FAMILY DOLLAR STORES			
					Voucher Date	10/23/2007
04-0123	01-5080-411-	CUSTODIAL SUPPLIES		017336	CUSTODIAL SUPPLIES COURTHOUSE	23.82
		Printed On Check 009486				
					Voucher Totals	23.82
Voucher No.	04-5127	Vendor ARAMARK	ARAMARK UNIFORM SERVICES, INC			
					Voucher Date	10/23/2007
04-0123	01-5080-411-	CUSTODIAL SUPPLIES		017222	MATT RENTAL COURTHOUSE	379.35
04-0123	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.		017222	MATT RENTAL ANNEX BLDG	77.10
		Printed On Check 009487				
					Voucher Totals	456.45
Voucher No.	04-5128	Vendor D-C ELEVAT	D-C ELEVATOR COMPANY, INC.			
					Voucher Date	10/23/2007
04-0123	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	123837	017330	MAINTENANCE ON COURTHOUSE ELEVATOR	80.25
		Printed On Check 009488				
					Voucher Totals	80.25
Voucher No.	04-5129	Vendor FL WINNELS	FLORENCE WINNELSON			
					Voucher Date	10/23/2007
04-0123	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS		017311	DUAL ROLL PAPER DISPENSER	78.57

Pendleton County Fiscal Court  
Voucher Claims Register

General Fund

From: 10/23/2007 To: 10/23/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	04-5130	Vendor	TRANSCARE	TRANSCARE OF KENTUCKY INC.		
					Voucher Date	10/23/2007
04-0123	01-5133-315-	ADVANCE LIFE SUPPORT CONTRACT	3002	017346	ALS CONTRACT SEPTEMBER 2007	21,666.67
		Printed On Check 009490				
					Voucher Totals	21,666.67
Voucher No.	04-5131	Vendor	BUNNIES	THERESA PEOPLES / BUNNIES "N" SUCH		
					Voucher Date	10/23/2007
04-0123	01-5205-403-	ANIMAL FOOD AND SUPPLIES	2961	017328	EMBROIDERY ON UNIFORMS	50.37
		Printed On Check 009491				
					Voucher Totals	50.37
Voucher No.	04-5132	Vendor	GARYMAXWEL	GARY MAXWELL		
					Voucher Date	10/23/2007
04-0123	01-5205-403-	ANIMAL FOOD AND SUPPLIES		017348	REIMBURSEMENT FOR SUPPLIES	19.99
		Printed On Check 009492				
					Voucher Totals	19.99
Voucher No.	04-5133	Vendor	GALLS	GALL'S INC		
					Voucher Date	10/23/2007
04-0123	01-5205-403-	ANIMAL FOOD AND SUPPLIES		017345	COLLAR BRASS	36.80
		Printed On Check 009493				
					Voucher Totals	36.80
Voucher No.	04-5134	Vendor	EDWARDS	FRED EDWARDS		
					Voucher Date	10/23/2007
04-0123	01-5210-445-	OFFICE SUPPLIES SOLID WASTE		017331	REIMBURSEMENT FOR POSTAGE	6.78
04-0123	01-5210-576-	SOLID WASTE TRAVEL		017331	OWENSBORO MILEAGE AND MEAL REIMBURSEMENT	223.13
		Printed On Check 009494				
					Voucher Totals	229.91
Voucher No.	04-5135	Vendor	109BOARD	109 SOLID WASTE BOARD		
					Voucher Date	10/23/2007
04-0123	01-5210-576-	SOLID WASTE TRAVEL		017359	REIMBURSEMENT FOR SOLID WASTE COORINATOR LODGIN	159.08
		Printed On Check 009495				
					Voucher Totals	159.08
Voucher No.	04-5136	Vendor	PCHS GIRLS	PCHS GIRLS BASKETBALL BOOSTERS		
					Voucher Date	10/23/2007
04-0123	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		017357	LITTER ABATEMENT CLEANUP 7 MILES	700.00
		Printed On Check 009496				
					Voucher Totals	700.00
Voucher No.	04-5137	Vendor	SPEAKUPFOR	SPEAKUP FOR HORSES		
					Voucher Date	10/23/2007
04-0123	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		017358	LITTER ABATEMENT CLEAN UP - 5 MILES	500.00
		Printed On Check 009497				
					Voucher Totals	500.00
Voucher No.	04-5138	Vendor	PSMS-CHEER	PHILLIP SHARP MIDDLE SCHOOL CHEERLEADERS		
					Voucher Date	10/23/2007
04-0123	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		017332	LITTER ABATEMENT CLEANUP	73.79
		Printed On Check 009498				
					Voucher Totals	73.79
Voucher No.	04-5139	Vendor	PCHS BASEB	PCHS BASEBALL BOOSTERS		
					Voucher Date	10/23/2007
04-0123	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		017338	LITTER ABATEMENT CLEANUP - 5 MILES	500.00
		Printed On Check 009499				
					Voucher Totals	500.00
Voucher No.	04-5140	Vendor	PCHS BOYS	PCHS BOYS BASKETBALL		
					Voucher Date	10/23/2007
04-0123	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		017339	LITTER ABATEMENT CLEANUP 10 MILES	1,000.00
		Printed On Check 009500				
					Voucher Totals	1,000.00

Pendleton County Fiscal Court  
Voucher Claims Register

General Fund

From: 10/23/2007 To: 10/23/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	04-5141	Vendor	PCHS GIRLS	PCHS GIRLS BASKETBALL BOOSTERS		
					Voucher Date	10/23/2007
04-0123	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		017340	LITTER ABATEMENT CLEANUP 4 MILES	400.00
		Printed On Check 009501				
					Voucher Totals	400.00
Voucher No.	04-5142	Vendor	FALWESLEY	FALMOUTH WESLEYAN CHURCH		
					Voucher Date	10/23/2007
04-0123	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		017341	LITTER ABATEMENT CLEANUP 7 MILES	700.00
		Printed On Check 009502				
					Voucher Totals	700.00
Voucher No.	04-5143	Vendor	4H YO RIDE	PENDLETON CO 4-H YOUNG RIDERS		
					Voucher Date	10/23/2007
04-0123	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		017342	LITTER ABATEMENT CLEANUP 5 MILES	500.00
		Printed On Check 009503				
					Voucher Totals	500.00
Voucher No.	04-5144	Vendor	WHALEY	WHALEY REALTY APPRAISALS		
					Voucher Date	10/23/2007
04-0123	01-8011-716-	SITE DEVELOPMENT-NATURE RESERVE LAND		017360	APPRAISAL ON CEDAR RIDGE NATURE PRESERVE	350.00
		Printed On Check 009504				
					Voucher Totals	350.00
26 Vouchers Printed Totalling						38,728.64

Pendleton County Fiscal Court  
Voucher Claims Register

Road Fund

From: 10/23/2007 To: 10/23/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	04-5145	Vendor	FREIGHTLIN	FREIGHTLINER TRUCKS		
04-0223	02-6105-441-	MACHINERY AND EQUIPMENT		022834	2-2000 FREIGHTLINER DUMP TRUCKS	35,000.00
		Printed On Check	004908			
					Voucher Totals	35,000.00
Voucher No.	04-5146	Vendor	BUNNIES	THERESA PEOPLES / BUNNIES "N" SUCH		
04-0223	02-6105-447-	ROAD MATERIALS	2060	022816	ROAD DEPT T SHIRTS	33.75
		Printed On Check	004909			
					Voucher Totals	33.75
Voucher No.	04-5147	Vendor	DON BAKER	DON BAKER		
04-0223	02-6105-447-	ROAD MATERIALS		022818	EBAY AD FOR DUMP TRUCKS	132.90
		Printed On Check	004910			
					Voucher Totals	132.90
Voucher No.	04-5148	Vendor	ALSIP	CECIL ALSIP		
04-0223	02-6105-447-	ROAD MATERIALS		022819	REFUND PURCHASE PRICE OF CULVERT - NOT NEEDED	200.00
		Printed On Check	004911			
					Voucher Totals	200.00
Voucher No.	04-5149	Vendor	SCOTT-GRO	SCOTT-GROSS COMPANY, INC.		
04-0223	02-6105-447-	ROAD MATERIALS		022822	SEPTEMBER RENTAL SMALL ACETYLENE TANKS	25.10
		Printed On Check	004912			
					Voucher Totals	25.10
Voucher No.	04-5150	Vendor	H&MTRUCK	HOWARD PYLES		
04-0223	02-6105-447-	ROAD MATERIALS		022824	TIRE REPAIR	60.00
		Printed On Check	004913			
					Voucher Totals	60.00
Voucher No.	04-5151	Vendor	MAGO	MAGO CONSTRUCTION CO, INC		
04-0223	02-6105-447-	ROAD MATERIALS		022815	BLACK TOP VARIOUS COUNTY ROADS - REPAIRS	78.82
		Printed On Check	004914			
					Voucher Totals	78.82
Voucher No.	04-5152	Vendor	PETERSONTR	PETERSON TRUCK CENTER		
04-0223	02-6105-447-	ROAD MATERIALS	585020	022828	F-BELT	69.95
		Printed On Check	004915			
					Voucher Totals	69.95
Voucher No.	04-5153	Vendor	HALL SIGNS	HALL SIGNS INC.		
04-0223	02-6105-447-	ROAD MATERIALS	226430	022786	SEPTEMBER ROAD SIGNS	1,383.12
		Printed On Check	004916			
					Voucher Totals	1,383.12
Voucher No.	04-5154	Vendor	SHARP	ZELDA SHARP		
04-0223	02-6105-447-	ROAD MATERIALS		022830	REFUND ON CULVERTS	400.00
		Printed On Check	004917			
					Voucher Totals	400.00
Voucher No.	04-5155	Vendor	BRANDEIS	BRANDEIS		
04-0223	02-6105-447-	ROAD MATERIALS		022831	ROAD MATERIALS	70.09
		Printed On Check	004918			
					Voucher Totals	70.09
Voucher No.	04-5156	Vendor	TIM ANTROB	TIM ANTROBUS		
04-0223	02-6105-447-	ROAD MATERIALS		022820	REIMBURSEMENT FOR TRAINING EXPENSES	222.68

Road Fund

From: 10/23/2007 To: 10/23/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
04-0223	02-6105-573-	TELEPHONE		022820	REIMBURSE CELL PHONE	40.00
		Printed On Check	004919			
					Voucher Totals	262.68
12 Vouchers Printed Totalling						37,716.41

## Jail Fund

From: 10/23/2007 To: 10/23/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	04-5157	Vendor SHERIFF	PENDLETON COUNTY SHERIFF		Voucher Date 10/23/2007	
04-0323	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		031335	SHERIFFS TRANSPORT SEPTEMBER 1660 MILES @ .35 MIL	581.00
		Printed On Check 004564			Voucher Totals	581.00
Voucher No.	04-5158	Vendor MOBILEMEDI	MOBILE MEDICAL RESOURCES, INC.		Voucher Date 10/23/2007	
04-0323	03-5101-549-	ROUTINE MEDICAL		031336	X-RAY J. GRIFFITH	90.00
		Printed On Check 004565			Voucher Totals	90.00
Voucher No.	04-5159	Vendor COMMONWEAL	COMMONWEALTH ORTHOPEDIC CENTER		Voucher Date 10/23/2007	
04-0323	03-5101-549-	ROUTINE MEDICAL		031334	INMATE J GRIFFITH MEDICAL	730.00
		Printed On Check 004566			Voucher Totals	730.00
Voucher No.	04-5160	Vendor KACO WC	KY ASSOCIATION OF COUNTIES WORKER COMP.		Voucher Date 10/23/2007	
04-0323	03-9400-209-	WORKERS COMPENSATION		031333	WORKERS COMP FY 2006-2007 ACTUAL	287.00
		Printed On Check 004567			Voucher Totals	287.00
4 Vouchers Printed Totalling						1,688.00

## L.G.E.A. Fund

From: 10/23/2007 To: 10/23/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	04-5161	Vendor MOBILCOM	MOBILCOMM INC		Voucher Date 10/23/2007	
04-0423	04-5135-571-	RENEWALS AND REPAIRS	688680	041679	BATTERIES	98.15
		Printed On Check 002893			Voucher Totals	98.15
Voucher No.	04-5162	Vendor RECREATION	COMMUNITY RECREATION COMMISSION		Voucher Date 10/23/2007	
04-0423	04-5405-107-	RECREATION - SUPER/DIRECTOR		041676	1/2 RECREATION SUPERVISOR OCTOBER SALARY	1,733.09
		Printed On Check 002894			Voucher Totals	1,733.09
Voucher No.	04-5163	Vendor RECREATION	COMMUNITY RECREATION COMMISSION		Voucher Date 10/23/2007	
04-0423	04-5405-333-	MAINTENANCE AGREEMENT GENERAL		041675	JULY THROUGH DECEMBER 2007 GROUNDSKEEPER SALARY	1,590.00
		Printed On Check 002895			Voucher Totals	1,590.00
3 Vouchers Printed Totalling						3,421.24

## Ambulance Fund

From: 10/23/2007 To: 10/23/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	04-5164	Vendor PEND EMS	PENDLETON COUNTY EMS, INC		Voucher Date 10/23/2007	
04-0923	09-5140-303-	AMBULANCE SERVICE		092076	NOVEMBER AMBULANCE SERVICE PER CONTRACT	24,631.67
		Printed On Check 003256			Voucher Totals	24,631.67
Voucher No.	04-5165	Vendor LAUNDRY	MIDWEST LAUNDRY INC.		Voucher Date 10/23/2007	
04-0923	09-5140-330-	LAUNDRY SERVICE	17224	092072	AMBULANCE LAUNDRY SERVICE	138.84
		Printed On Check 003257			Voucher Totals	138.84
Voucher No.	04-5166	Vendor OFFICEDEPO	OFFICE DEPOT		Voucher Date 10/23/2007	
04-0923	09-5140-445-	OFFICE SUPPLIES	403850171-001	092064	OCTOBER OFFICE SUPPLIES	54.37
		Printed On Check 003258			Voucher Totals	54.37
Voucher No.	04-5167	Vendor LICKING	LICKING VALLEY OIL COMPANY		Voucher Date 10/23/2007	
04-0923	09-5140-455-	GAS, OIL, ETC		092073	SEPTEMBER PETROLEUM PRODUCTS	1,252.92
		Printed On Check 003259			Voucher Totals	1,252.92
Voucher No.	04-5168	Vendor P. HART	PHILLIP HART		Voucher Date 10/23/2007	
04-0923	09-5140-445-	OFFICE SUPPLIES		092075	NEW DELL COMPUTER	1,112.00
		Printed On Check 003270			Voucher Totals	1,112.00
Voucher No.	04-5169	Vendor SCOTT-GRO	SCOTT-GROSS COMPANY, INC.		Voucher Date 10/23/2007	
04-0923	09-5140-560-	MEDICAL SUPPLIES		092078	SEPT RENTAL OF OXYGEN CYLINDERS & COMPRESSED OXY	369.89
		Printed On Check 003271			Voucher Totals	369.89
Voucher No.	04-5170	Vendor MOBILCOM	MOBILCOMM INC		Voucher Date 10/23/2007	
04-0923	09-5140-571-	RENEWALS & REPAIRS		092077	BATTERIES, CHARGERS AND RE PROGRAMMING OF RADIOS	1,064.02
		Printed On Check 003272			Voucher Totals	1,064.02
Voucher No.	04-5171	Vendor MOBILCOM	MOBILCOMM INC		Voucher Date 10/23/2007	
04-0923	09-5140-571-	RENEWALS & REPAIRS		092071	REPLACED BROKEN PARTS & MAINTENANCE ON EQUIPMEN	54.20
		Printed On Check 003273			Voucher Totals	54.20
Voucher No.	04-5172	Vendor NAPA	CARSON AUTO & TRACTOR SUPPLY, INC.		Voucher Date 10/23/2007	
04-0923	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES		092065	PARTS AND SUPPLIES	4.58
		Printed On Check 003274			Voucher Totals	4.58
Voucher No.	04-5173	Vendor NORTON	TIM NORTON AUTO SERVICE L.L.C.		Voucher Date 10/23/2007	
04-0923	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES	11931811959	092074	LOF ON 1996 FORD AND REPLACE RADIATOR HOSE ON 2003	204.00
		Printed On Check 003275			Voucher Totals	204.00
10 Vouchers Printed Totalling						28,886.49

911 Fund Fund  
From: 10/23/2007 To: 10/23/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	04-5174	Vendor KYCRIMINAL	KENTUCKY STATE TREASURER		Voucher Date 10/23/2007	
04-7523	75-5145-324-	SUITABILITY SCREENER & POLYGRAPH		751006	EMPLOYMENT SCREENING DISPATCH	165.00
04-7523	75-5145-382-	DRUG TESTING		751006	PRE EMPLOYMENT DRUG SCREEN	16.00
		Printed On Check 001689			Voucher Totals	181.00
Voucher No.	04-5175	Vendor OFFICEDEPO	OFFICE DEPOT		Voucher Date 10/23/2007	
04-7523	75-5145-445-	911 OFFICE SUPPLIES		751002	OFFICE SUPPLIES	51.84
		Printed On Check 001690			Voucher Totals	51.84
Voucher No.	04-5176	Vendor NENA	NAT'L EMERGENCY NUMBER ASSOC.		Voucher Date 10/23/2007	
04-7523	75-5145-551-	MEMBERSHIPS	232451	751005	NENA MEMBERSHIP DUES 2008	120.00
		Printed On Check 001691			Voucher Totals	120.00
Voucher No.	04-5177	Vendor STEPHENS	JACKIE STEPHENS		Voucher Date 10/23/2007	
04-7523	75-5145-563-	911 POSTAL COSTS		751007	REIMBURSEMENT FOR POSTAGE	5.77
		Printed On Check 001692			Voucher Totals	5.77
Voucher No.	04-5178	Vendor OFFICEDEPO	OFFICE DEPOT		Voucher Date 10/23/2007	
04-7523	75-5145-703-	COMMUNICATION EQUIPMENT	403229930-001	750999	LAPTOP	1,149.99
		Printed On Check 001693			Voucher Totals	1,149.99
					5 Vouchers Printed Totalling	1,508.60

**In Re: Closing Remarks.**

Judge Bertram asks all the Fiscal Court to attend the Park Board meeting on November 15<sup>TH</sup>, 2007 at 7:00 PM, if possible. One topic of discussion will be the Lodge Project.

Judge Bertram reported that when each member gets time, look at the County web site.

Squire Hart reported the City of Falmouth is to hook the electric up at the old county barn location for Search and Rescue.

Squire Veirs reported the sewer project is still somewhat a problem.

Squire Whaley ask if anything had been done about the Demossville Road problem. Judge Bertram reported they are waiting on a response from the Health Inspector, Wayne Biddle.

A resident of Grassy Creek road ask if Children at Play signs be posted. Discussion held. This will be brought back in front of the court after information has been gathered.

A resident of Grant Lane was in front of the Fiscal Court in regards to a junk yard being moved in on private property on Grant Lane. On October 1<sup>ST</sup>, 2007 was the official date of the new business to start, at that time there was five (5) cars, there are now forty (40) . Discussion held.

Judge Bertram stated this issue will be addressed.

**In Re: Adjournment.**

A motion was made by Squire Veirs, seconded by Squire Whaley, carried, that this meeting be adjourned at 8:55 o'clock P.M., to meet again in regular session on November 13<sup>TH</sup>, 2007 at 7:00 P.M., Subject to any call meetings.

\_\_\_\_\_  
PENDLETON COUNTY JUDGE/EXECUTIVE

\_\_\_\_\_  
PENDLETON COUNTY CLERK